

**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**ADDENDUM**  
**Section 00900**

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**ADDENDUM No.:** 1

**Project Information:** Date: December 30, 2013

City of Austin

Project Name: Green WTP Redevelopment – Street Extensions Phase 1

C.I.P. ID No.: 7328.014

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated December 9, 2013. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

**Changes to the Project Manual and Drawings:**

**A. Project Manual Revisions:**

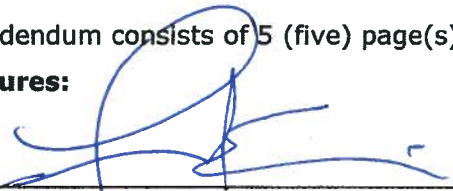
1. *Section 00300L: Replace with the attached Section 00300L.*
2. *Delete SS232114, SS232500, SS271300 in their entirety. Chilled water is not part of this scope of work.*

**B. Drawing Revisions:**


1. *Plan Sheet 001: Replace with the attached Plan Sheet 001.*

This addendum consists of 5 (five) page(s)/sheet(s).

**Signatures:**



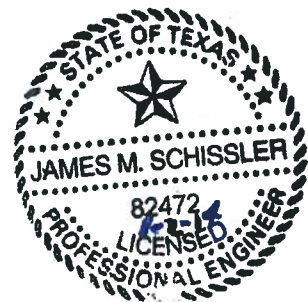
Approved by OWNER (Fred Evins)



Approved by ENGINEER/ARCHITECT (James M Schissler, P.E.)

A/E must also seal the addendum.

**END**



**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**LUMP SUM BID FORM**  
Section 00300L

City Manager  
Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project:

GREEN WTP REDEVELOPMENT – STREET EXTENSIONS PHASE 1

(CIP ID# 7328.014) (IFB# CLMC 480) for the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the lump sum price of:

**EXCAVATION SAFETY SYSTEMS UNIT PRICES:** The undersigned Bidder agrees that the Base Bid for the Work includes the following amounts in the Bid for excavation safety systems as specified in Item Number 509S of the Specifications and in case of an authorized adjustment to the scope of Work, the following unit price(s) will be used in adjusting the Contract Amount:

<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
<u>3,400</u>	In. ft.	Trench Safety systems	\$ _____	\$ _____

**BASE BID**..... = \$ \_\_\_\_\_  
(Base Bid includes Allowances and Excavation Safety Systems Unit Prices, if applicable.)

Figures

**UNIT PRICES:** The undersigned Bidder agrees that, in case of an authorized adjustment to the scope of Work shown, the following unit price(s) will be used in adjusting the Contract Amount:

<u>Item Description</u>	<u>Unit Price</u>
<u>16-inch Ductile Iron Water line</u>	\$ _____ per <u>LF</u>
<u>12-inch PVC SDR 26 Wastewater Line</u>	\$ _____ per <u>LF</u>
<u>8-inch PVC SDR 26 Wastewater Line</u>	\$ _____ per <u>LF</u>
<u>8-inch PVC (Purple) Reclaimed Water Line</u>	\$ _____ per <u>LF</u>
<u>8-inch Reclaimed Water Gate Valve and Fittings</u>	\$ _____ per <u>EA</u>

8" x16" Tapping Sleeve for Reclaimed Water\$ \_\_\_\_\_ per EA6-inch Concrete Curb & Gutter\$ \_\_\_\_\_ per LF

**BID GUARANTY:** A Bid guaranty must be enclosed with this Bid , as required in Section 00020 or Section 00020S, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of sixty (60) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020S or 00100, or any mutually agreed extension of that period; or
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Calendar Days after notice of award, or any mutually agreed extension of that period.

**TIME OF COMPLETION:** The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to substantially complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within two hundred seventy (270) Calendar Days. If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within ninety (90) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work. The Bidder further agrees that should the Bidder fail to substantially complete the Work or to complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

**WAIVER OF ATTORNEY FEES:** In submitting its bid, in consideration for the waiver of its right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

**LIQUIDATED DAMAGES:** The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Substantial Completion date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of one-thousand dollars (\$1,000) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph , "Time of Completion", payment will be due to the OWNER in the amount of one-thousand dollars (\$1,000) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidders).

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 4 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 5 dated \_\_\_\_\_ Received \_\_\_\_\_

\_\_\_\_\_  
 Secretary, \*if Bidder is a Corporation

\_\_\_\_\_  
 Bidder

(Seal)

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone Number / FAX Number

\_\_\_\_\_  
 Email Address for Person Signing Bid

\_\_\_\_\_  
 Email Address for Bidder's Primary Contact Person

\* Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.

**End**

DATE OF SUBMITTAL: JUNE 28, 2013

OWNER:  
CITY OF AUSTIN  
301 W. 2ND STREET  
AUSTIN, TX 78701

ENGINEER:  
JONES & CARTER, INC.  
1701 DIRECTORS BLVD., SUITE 400  
AUSTIN, TEXAS 78744  
512-441-9493

DEVELOPER:  
TC AUSTIN DEVELOPMENT, INC.  
100 CONGRESS AVENUE, SUITE 225  
AUSTIN, TX 78701

LANDSCAPE ARCHITECT:  
COLEMAN - TBG  
9890 SILVER MOUNTAIN DRIVE  
AUSTIN, TEXAS 78737  
512-476-2090

LEGAL DESCRIPTION: 1.0593 AC OF VAC W 2ND & NUECES ST.

SUBDIVISION CASE NO.: - C8-2012-0038.0A

URBAN WATERSHED: LADY BIRD LAKE

#### GENERAL PLAN NOTES:

- RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.
- WATERSHED STATUS: THIS PROJECT IS LOCATED IN THE SHOAL CREEK (URBAN) WATERSHED AND THE LADY BIRD LAKE (URBAN) WATERSHED, AND IS NOT CONTAINED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. THIS PROJECT COMPLIES TO THE WATERSHED PROTECTION REGULATIONS IN CHAPTERS 25-7 AND 25-8 OF THE LDC.
- NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN. FIRM PANEL NO. 48453C0445H TRAVIS COUNTY, TEXAS AND INCORPORATED DATED SEPTEMBER 26, 2008.
- THERE ARE NO NATURAL SLOPES ON THIS SITE IN EXCESS OF 15%.
- THERE ARE NO KNOWN CRITICAL ENVIRONMENTAL FEATURES ON THIS SITE.
- WAIVER OF DETENTION GRANTED PER CASE TNN-RS-2011-0041W.
- SITE PLAN MUST COMPLY WITH THE REQUIREMENTS SET FORTH IN THE MASTER DEVELOPMENT AGREEMENT PER ORDINANCE 20120524-012.
- THIS PROJECT IS WITHIN THE NORTH SHORE CENTRAL WATERFRONT OVERLAY SUBDISTRICT.
- THE LICENSE AGREEMENT FOR BLOCKS 23, 185, AND 188 WILL BE REQUIRED WITH THE RESPECTIVE SITE DEVELOPMENT PERMIT IS PROCESSED.
- THE PROPERTY OWNERS OF BLOCK 1, 185, 188, AND 23 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE WATER QUALITY FACILITY.

#### WATER AND WASTEWATER SERVICE EXTENSION REQUEST FOR CONSIDERATION

Name: Green Water Treatment Plant Redevelopment	Service Requested: Water
SR# 3031	Station Service Request Number 411817
Date Received: 06/24/2011	
Location: 500 W CESAR CHAVEZ ST AUSTIN TX 78701 - GREEN WATER TREATMENT PLANT REDEVELOPMENT	
Area: 4.7	Land Use: MIXED
Atty. Utility Service or S.E.R. Number: City of Austin Water SR# 3031	
Quadrant: 201	DIST: YES
Drainage Basin: TOWN LAKE	Pressure Zone: CENTRAL
Flow: (Estimated Peak Hour Flow, Gallons per Minute) 2817 GPM	1% Within City Limits: 100
Cost Participation: \$0.00	1% Within Limited Purpose: 0

Description of Improvements:  
Applicant shall construct approximately 650 feet of 16-inch water line from the existing 24-inch water line (Project No. 28-0201) on W 2ND ST, south along the proposed right-of-way for the future extension of NUECES ST, and then east along the proposed right-of-way for the future extension of W 2ND ST to the existing 24-inch water line in SAN ANTONIO ST. Applicant shall also construct the existing water line on the site, as shown on the attached map. Any existing service lines on the site proposed to be abandoned shall be indicated on the proposed 16-inch water line.

NOTES: 1) Estimated flow requirement of 2,800 gpm based on engineering calculations from James M. Schissler, P.E., received on 6/27/2011. Estimated required system must be installed in accordance with Section 900.3.1 or 900.3.1.2 of the 2009 International Fire Code. 2) Domestic demands calculated based on the 1980 Texas Censal Manual (Section 2.3.2A) and the proposed intended use indicated on the SR# application.

Approval of this Service Extension Request is subject to completion and acceptance of the improvements described above and the conditions set forth below:  
1) Construction of all Service Extensions is subject to all environmental and planning ordinances.  
2) Service Extensions are subject to the guidelines established in the Land Development Code, Section 25-9, Water and Wastewater Utility Service.  
3) The level of service approved by this document does not imply commitment for land use.  
4) Public utility lines must meet City of Austin design and construction criteria and must be approved by Austin Water Utility Engineering Review.  
5) Applicant shall provide the City of Austin with the following information for the future extension:  
a) Proposed public water improvements will be dedicated to the City of Austin for ownership, operation, and maintenance.  
b) Proposed public water improvements must be placed in the public right-of-way or approved utility easement. Utility easements must be in place prior to construction plan approval.  
c) The approved Service Extension will automatically expire 180 days after date of approval unless a development application has been accepted by the Planning and Development Review Department. The Service Extension expires on the date the development expires, or if approved, on the date the development application expires.

James M. Schissler, P.E.	9/16/2011
Project Manager, Utility Engineering Services	Date
James M. Schissler, P.E.	9/16/2011
Associate Director, Water Resource Management	Date

#### WATER AND WASTEWATER SERVICE EXTENSION REQUEST FOR CONSIDERATION

Name: Green Water Treatment Plant Redevelopment	Service Requested: Wastewater
SR# 3032	Station Service Request Number 411819
Date Received: 06/24/2011	
Location: 500 W CESAR CHAVEZ ST AUSTIN TX 78701 - GREEN WATER TREATMENT PLANT REDEVELOPMENT	
Area: 4.7	Land Use: MIXED
Atty. Utility Service or S.E.R. Number: City of Austin Water SR# 3031	
Quadrant: 201	DIST: YES
Drainage Basin: TOWN LAKE	Pressure Zone: CENTRAL
Flow: (Estimated Peak Hour Flow, Gallons per Minute) 655 GPM	1% Within City Limits: 100
Cost Participation: \$0.00	1% Within Limited Purpose: 0

Description of Improvements:  
Applicant shall construct approximately 300 feet of 12-inch gravity wastewater line from the existing 24-inch gravity wastewater line (Project No. 28-0201) on SAN ANTONIO ST, west along the proposed right-of-way for the future W 2ND ST extension, to the intersection of the proposed right-of-way for the future NUECES ST extension. Applicant shall also construct approximately 300 feet of 8-inch gravity wastewater line from the proposed 12-inch gravity wastewater line, west along the proposed right-of-way for the future extension of W 2ND ST as shown on the attached map.

NOTES: 1) Wastewater flow based on engineering calculations provided by James M. Schissler, P.E., received on 6/24/2011. 2) The proposed 12-inch gravity wastewater line shall be designed with a minimum velocity of 2.0 ft/s at all intervals of the demands specified on this SR# application. This may require a deeper connection to the existing 42-inch gravity wastewater line in SAN ANTONIO ST.

Approval of this Service Extension Request is subject to completion and acceptance of the improvements described above and the conditions set forth below:  
1) Construction of all Service Extensions is subject to all environmental and planning ordinances.  
2) Service Extensions are subject to the guidelines established in the Land Development Code, Section 25-9, Water and Wastewater Utility Service.  
3) The level of service approved by this document does not imply commitment for land use.  
4) Public utility lines must meet City of Austin design and construction criteria and must be approved by Austin Water Utility Engineering Review.  
5) Proposed public wastewater improvements will be dedicated to the City of Austin for ownership, operation, and maintenance.  
6) Proposed public wastewater improvements must be placed in the public right-of-way or approved utility easement. Utility easements must be in place prior to construction plan approval.  
7) The approved Service Extension will automatically expire 180 days after date of approval unless a development application has been accepted by the Planning and Development Review Department. The Service Extension expires on the date the development expires, or if approved, on the date the development application expires.

James M. Schissler, P.E.	9/16/2011
Project Manager, Utility Engineering Services	Date
James M. Schissler, P.E.	9/16/2011
Associate Director, Water Resource Management	Date

